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FEC MAIL CERTES

December 15, 2014

Via E-Mail to FHampton@FEC.gov

Federal Election Commission 999 E Street, NW Washington, District of Columbia 20463

Attn: Frankie D. Hampton,

Paralegal Specialist

Re: MUR 6892 - Response of Walker4NC, Charles K. Rakestraw, Treasurer

To Whom It May Concern:

On behalf of Walker4NC, Charles K. Rakestraw, Treasurer (together, the "Walker Committee"), I submit this response to the Complaint filed in the above-referenced Matter Under Review by Casey M. Mann, the Executive Director of the North Carolina Democratic Party.

The Complaint alleges that the Walker Committee failed to report the receipt of in-kind contributions at fair market value in connection with the use of a bus, failed to report the receipt of in-kind contributions in connection with a raffle, and received excessive contributions and failed to report debts and obligations in connection with contributions from three political action committees.

For the following reasons, the Complaint is meritless, and the Commission should dismiss it.

1. The Walker Committee's use of the bus was the result of a simple transaction entered into by two parties who negotiated a satisfactory price and memorialized their agreement in a contract. The price was fair because the Whitts are not in the charter travel business, because the bus is old and cannot be valued with reference to any similar bus currently available for charter in the market, and because the Walker Committee covered any and all costs the Whitts incurred resulting from the Committee's use of the bus.

On April 17, 2013, Jay ("Mr. Whitt") and Katrina Whitt ("Mrs. Whitt") (together, the "Whitts") purchased a 1980 Motor Coach Industries MC-9 conversion bus for \$30,000.00.

CHRIS ASHBY

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ASHBY-LAWCOM

CAMPAIGN FINANCE

ELECTION LAW

LOBBYIST REGULATION

GOVERNMENT ETHICS



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(Ex. 1, Bill of Sale and Cashier's Check.) The Whitts are not in the charter travel business, but rather purchased the bus as a personal investment, hoping to restore and sell it for a profit. (See Complaint Ex. 1.)

The Whitts and Mark Walker ("Mr. Walker")—who at the time was a candidate for the Republican nomination for United States Representative from North Carolina's Sixth Congressional District—are friends. On August 20, 2013, they entered into a "Lease Agreement for Bus Motorcoach" (the "Bus Lease") (Ex. 2, Lease Agreement for Bus Motorcoach), which permitted the Walker Committee to use the bus for an eight-month term, commencing August 20, 2013 and terminating April 20, 2014, in exchange for a monthly payment of \$500.00. The Whitts and Mr. Walker thought that \$500.00 per month was a fair rate for what they anticipated would be the Walker Committee's occasional use of the bus. Indeed, over just the course of the eight-month lease term, it would allow the Whitts to recoup over fifteen percent of the purchase price of the bus.

The Complaint alleges that the Walker Committee used the bus for approximately 400 days—"frequently, if not daily," during that period. This is not correct. The lease term was only 240 days, and the Committee used the bus only 12 times in that term. (Ex. 3, Trip Log.) Following expiration of the lease term, the Committee used the bus four additional times and compensated the Whitts for those uses pursuant to a verbal agreement between Mr. Whitt and the Walker Committee.

Importantly, the Bus Lease contained additional monetary terms. It required the Walker Committee to store the bus at the Committee's expense. It required the Committee to pay for all service, repairs, maintenance and gas during the lease term. It required the Committee to purchase one million dollars of insurance coverage against personal injury and property damage liability, as well as collision coverage in an amount equal to the value of the bus. The effect of these provisions was to increase the cost of the bus to the Committee above the \$500.00 monthly rental payment—and also to ensure that the Whitts did not incur any out-of-pocket expenses as a result of the Walker Committee's use of the bus.

All told, the Walker Committee used the bus 16 times—always for single-day trips and never overnight. (Ex. 3.) Mr. Whitt and another supporter, Danny Underwood, drove the bus as volunteers. The Committee paid \$892.39 for service, repairs and maintenance (Ex. 4, Receipts), and \$1,050.58 for gas. (Ex. 5, Receipts.) The Committee reimbursed the Whitts \$936.00 for the pro rata cost of insurance for the bus for the lease term.² (Ex. 6, Continuation Notice and Check Stub.)

The Complainant claims that "[t]he use of the bus for a period of approximately 400 days had a fair market value in excess of \$250 per day," and that the total amount paid to the Whitts of \$5,954.89 was "substantially below fair market value," but fails to specify what she believes the fair market value of the 1980 MCI MC-9 conversion bus was at the time of the use, let alone explain how she derived that value.



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The Complaint alleges that, because the bus was "wrapped" in Walker Committee advertising, it was unavailable to Mr. Whitt for lease or charter during the entire term of the lease. This, too, is incorrect. The bus is the Whitts' personal asset. Other than in this case, they never before or since have leased or chartered the bus, or advertised it for lease or charter, or offered it for lease or charter. The Whitts could have used the bus for its intended purpose—their own personal use—at any time during the lease term.

In MUR 6674, the Commission dismissed a very similar complaint—one which alleged that Montanans for Rehberg accepted excessive in-kind contributions arising out of the Rehberg Committee's use of a luxury bus owned by one of its supporters. In the Factual and Legal Analysis memorandum in that matter, the Commission provided several reasons for the dismissal, including "the difficulty of ascertaining the market value of renting a bus similar to" the one at issue, the fact that the parties were unable to provide documentation to substantiate their valuation estimates, and the Commission's belief that the bus owners "were acting in good faith" in arriving at the rental value. The Commission also noted the use of a volunteer driver (the bus owner), and the Rehberg Committee's payment of all gas costs, as additional factors that would decrease the amount the Rehberg Committee should have paid for the use of the bus.

In this case, the Complainant has failed to provide her own estimate of value, let alone any documentation to support it. Perhaps this is because the bus at issue—a 1980 MCI MC-9 conversion bus—is difficult if not impossible to value. Indeed, I searched for a similar bus in the Greensboro, North Carolina area but was unable to find one. A review of 127 charter buses offered by nine Greensboro-area companies on BusRate.com, for instance, reveals that the bus at issue in this case is 15-20 years older than any other bus on the rental market. (Ex. 7, BusRate.com Screenshot.) Of course, those buses all seat between 40 and 55 or more passengers, whereas the bus at issue in this matter has been stripped of most of its seats and converted for travel by much smaller parties. As between the bus in this matter and any other conversion bus available in the Greensboro market of roughly the same year of make with approximately the same number of miles, further comparisons would need to be made regarding things such as levels of finish and amenities before comparable values could be ascertained.

The Commission's dismissal of MUR 5072 also is instructive. In that case, a supporter of then-Vice President and presidential candidate Al Gore purchased the domain GoreLieberman.com on March 22, 2000, in the hope that Gore would select then Senator Joe Lieberman as vice presidential nominee. In early August of that year, when Gore chose Lieberman as his running mate, the supporter offered to donate the domain to the Gore-Lieberman committee. Instead, the committee paid the supporter \$70.00, which was the price for which the supporter initially purchased the domain, plus another \$30.00 to compensate him for his time and effort.

The Committee did not make any payments to store the bus because the parties to the Bus Lease were unable to find a suitable indoor storage facility in the Greensboro area. Instead, the bus generally was parked either at the Committee's headquarters or at the Whitt's house.



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The complainant in MUR 5072 claimed that GoreLieberman.com was worth "many thousands of dollars," and alleged that the Gore-Lieberman committee accepted an excessive in-kind contribution by paying only \$100.00 for the domain. The Commission disagreed and, on a 6-0 vote, found no reason to believe. First, as the General Counsel explained in his report, the absence of any information from the complainant establishing a value other than what the committee paid "[made] it difficult to determine the value of [the] domain name." "It is not possible to conclude the domain name was worth more," the General Counsel continued, "without engaging in the type of purely speculative assertion that the Commission has rejected as the basis for finding reason to believe."

Second, the General Counsel noted, while some individuals are in the business of purchasing domain names and reselling them for profit, the supporter in MUR 5072 was "not in that business." The General Counsel then concluded:

All of the available information suggests that the sale of the domain name was a relatively simple transaction entered into by two parties who negotiated a satisfactory price and formalized the agreement with a contract. Mr. Jackson was paid his full out-of-pocket costs, and an additional amount which could be viewed as compensation for the time he spent in registering the domain name.

In the matter at hand, the Whitts are not in the charter travel business. Instead, the lease of their bus was "a relatively simple transaction entered into by two parties who negotiated a satisfactory price and formalized the agreement with a contract." The Whitts incurred no costs arising out of the Walker Committee's use of the bus, because the Walker Committee paid all such costs pursuant to the Lease Agreement. Mr. Whitt and Mr. Underwood drove the bus as volunteers, so there was no requirement or need to compensate them for their time.

At bottom, the Complainant's claims regarding the Walker Committee's use of the bus are factually incorrect and legally baseless. For all of the reasons stated, we urge the Commission to dismiss them.

2. The Walker Committee is amending its reports to reflect the receipt of an in-kind contribution in the amount of the value of the vacation package.

The Complaint's second allegation concerns the value of a vacation package the Walker Committee offered as a raffle prize. The vacation package included lodging for seven nights at the Omni Resort in Cancun, Mexico, at which a supporter owns a time share. The pro rata value of the lodging is \$1,554.79—well within the supporter's per election limit. (Exhibit 8, Regulations and Complementary Information to Lodging Contract, at p.2.)



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The Walker Committee did not report the value of the lodging as an in-kind contribution from the time share owner because the vacation was not (and, in fact, still has not been) redeemed by the raffle winner. Nevertheless, the Committee now is amending its report to reflect receipt of an in-kind contribution in the amount of \$1,554.79 from the owner of the time share.

To the extent that this issue warrants further inquiry or action from the Commission, the law and Commission regulations provide more appropriate procedures for addressing it. This issue should not be the focus of a federal investigation. Accordingly, we urge the Commission to dismiss this issue in the exercise of its prosecutorial discretion. See Heckler v. Chaney, 470 U.S. 821 (1985).

3. The Walker Committee was carrying Runoff Election debt at the time it accepted max contributions for debt retirement from three political action committees. The debt was not reported because, due to the date of the Runoff Election, it was incurred and cleared in the same reporting period.

The Complaint's final allegation concerns contributions made by the following political action committees: The Freedom Project, Next Century Fund, and Majority Committee PAC. The Complainant claims that these three committees exceeded their contribution limits to the Walker Committee by making two contributions each, during the General Election, both in the amount of \$5,000.00. The basis of the Complainant's allegation is her mistaken belief that the Committee was not carrying debt at the time it accepted the six \$5,000.00 contributions at issue.

Mr. Walker was one of the top two finishers in a Primary Election held May 6, 2014. Mr. Walker ultimately won the Republican nomination in a Runoff Election held July 15, 2014—the very same day that the Walker Committee filed its July Quarterly Report disclosing receipts and disbursements through June 30, 2014. In the fifteen days between the close of the July Quarterly reporting period on June 30 and the Runoff Election on July 15, the Walker Committee incurred debt in connection with the Runoff Election—debt that went unreported on any FEC Report because the debt was cleared by the time the next report was due on October 15. Additionally, on July 22, 2014, the Walker Committee unexpectedly received a late invoice for \$10,000.00 from a vendor arising out of services the vendor provided in connection with the Primary Election. That invoice, too, was unreported as debt on any prior FEC Report because the Committee received it and cleared it in the same reporting period.

Thus, at the time the Walker Committee accepted the contributions at issue in the Complaint, it was in fact carrying Primary and Runoff Election debt. The contributions were properly designated and accepted as contributions for debt retirement—two of them (Freedom Project and Next Century Fund) for the Primary Election, and the other (Majority Committee PAC) for the Runoff Election. Accordingly, the Commission should dismiss this issue.



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Conclusion

Thank you for the opportunity to present this information. Please contact me if you have any questions or need additional information. Otherwise, for all of the reasons stated in this response, we urge the Commission to dismiss this baseless, meritless Complaint in its entirety.

Respectfully submitted,

Walker for NC, Charles K. Rakestraw, Treasurer

Chris Ashby Counsel

STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES : DEVISION OF MOTORIST SERVICES SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.							
Bill of Sale (S	<u>iellet aud bai</u>	chaser must o	omplete sections 1, 2	(when applicable)	<u>8. 3).</u>		
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complete or providing a false statement may result in fines and/or imprisonment. WE STATE THAT THIS MOTOR VEHICLE'S 5 DIGIT OR 6 DIGIT ODOMETER NOW READS (NO TENTHS) MILES, DATE READ / 22:							
3. Certification UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING EXCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.							
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OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHMAY VEHICLE OR VESSEL. WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

HSMV 82050 (Rev. D8/11) &

STATE OF NEITTH GAROUNZ

MVR 191 (Rev 12/11)

CERTIFICATE OF TITLE

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1210(8) 0067379 Office AU #

CASHIER'S CHECK

nc002139 Purchaser: Purchaser Account: 0 Operator I.D.:

PAY TO THE ORDER OF

***BILL AND PEGGY BRITT, INC. ***
RE: 1980 MCI COACH

Thirty thousand dollars and no cents

WELLS FARGO BANK, N.A. 625 GREEN VALLEY RD GREENSBORD, NC 27408 FOR INQUIRIES CALL (480) 334-3122.

NOTICE TO PURCHASER – IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUIEST CANCELLATION AND REISSULANCE. AS A CONDITION TO CANCELLATION AND RESISSULANCE. WELLS FARGO BARK MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

ACCOUNT#: 3 SERIAL #:

April 17, 2013

\$30,000.00

VOID IF OVER US \$ 30,000.00

NON-NEGOTIABLE

Lease Agreement for Bus Motorcoach

Mark Walker and Walker 4 NC (Lessee) hereby lease from Jay Whitt (Lessor), and Jay Whitt hereby leases to Mark Walker and Walker 4 NC a 1980 MCI Crusader Coach Motorhome (vehicle), under the following terms and conditions:

- 1. The term of the lease is from August 20, 2013 to April 20, 2014.
- 2. The monthly lease rate is \$500.00, payable on or before the 20th day of the month beginning August 20, 2013,
- 3. Lessee shall provide storage (approved by Lessor) for the vehicle not to exceed a cost to Lessee of \$200 per month.
- 4. The total mileage on vehicle during the lease term is not to exceed 74,999 miles.
- 5. All service, repairs, maintenance, and gas during the lease term shall be provided by Lessee; Lessee will remove any vinyl advertising from the vehicle at the end of the lease.
- 6. All drivers of said vehicle must be licensed in North Carolina, and have no violations that would deny or limit insurance coverage under the insurance policy required to be carried by the Lessee in this Agreement.
- 7. Lessee will obtain a vehicle insurance policy on the vehicle leased under this Agreement with combined per incident personal injury and property damage liability coverage of not less than \$1 million, and vehicle or collision coverage in an amount of the value of the leased vehicle.
- 8. Lessee will promptly provide Lessor with a certificate of insurance evidencing such coverage.
- 9. Lessee will be responsible for insurance deductible, and any and all damage to the vehicle during the lease term, including any damage from vinyl advertising application or removal.

10. Lessee assumes responsibility of damage to vehicle on any driver or operator other than Jay Whitt, who will maintain his own insurance. However, Lessee will pay deductible for Jay Whitt for and damage occurring while Whitt is driving for Lessee.

Date: August 20, 2013

LESSEE

Mark Walker

Walker 4 NC, by Mark Walker

NOTARI

LESSOR

Jay Whitt

Witness Witness

Judith of facest notary public

Bus Log

November 17th 2013 High Point Christmas Parade

November 24th Jamestown Christmas Parade

January 10th Rockingham Tour

January 17th Stokes Tour

January 24th Alamance Tour

Feb 7th Surry

Feb 21st Orange County

March 7th Guilford

March 14th Alamance

March 21st Surry

April 4th Guilford

April 18th Alamance

April 25th Guilford

May 5th and 6th Guilford Polls.

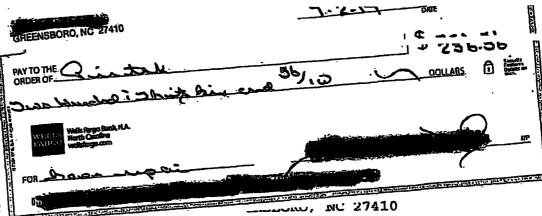
May 26th Parade.

17044405784

(336) 369-2600



BILL TO: CASH PT 104 Meadowood Suite F GREENSBORO, NC



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B & B Truck Repair & Baker's Automotive

2903 Patterson St. Greensboro, NC 27407 336 852-2541

THANK YOU FOR YOUR BUSINESS

Repair Order # 0049895

Date: 5/28/2014

Page 1 of 1

Center: 1

Customer: WHITT, JAY

Address : 4

City: GREENSBORO, NC 27410-

Home: (336) -Work: (336)

Ext:

Ext:

Vehicle: 1980 MCI MOTORCOACH

License:

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APPROVED

AMOUNT

THANK YOU

I hereby authorize the repair work to be done along with the necessary parts and materials and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere, at your descretion, for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. I understand that dealer/owner is not responsible for delay or other consequence due to the unavailability of parts shipments beyond their control. Not responsible for damage or articles left in car in case of fire, theft or any other cause beyond our control.

WARRANTY IS 12 MONTHS OR 12K MILES WHICH EVER OCCURS FIRST, UNLESS SPECIFIED

OTHERWISE!

\$334.73

Labor: \$265.60 Parts: \$54.76 Sublet: \$0.00

Other Fees: \$0.00 **Supply Charg** \$10.00

Subtotal: \$330.36 Sales Tax: \$4.37

Paid By :

Total:

\$334.73 \$0.00

Paid: Pay Ref: Due:

\$334.73

17044405786

Battleground Starter & Generator, Inc.

Remanufacturers of Starters, Generators & Alternators

4497 Folger Road - Phone 336/685-4511 Julian, N.C. 27283-8009 17 2108 33825 Data 4/15/14 Parahaan

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Descr. 9ty amount

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DIES CA #12 114.7736 447.50

8 3.899/ 6

Sub Total 447.50

TOTAL 447.50

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BP VISA \$447.50

Acct/Card #: XXXXXXXXXXXXX4558

Auth #: 007056 Ref: 56543017 Resp Cods: 000 Stan: 0419827377

SITE ID: 8098288 CUSTOMER COPY

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THANKS - COME ASAT N REST 0002 COM 002 FM 01 TMM (236) 06/13/14 21:03:06 STI AND

CONTINUATION NOTICE

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331731 PIEDMONT TRIAD INS INC 04/19/14 TO 04/19/15 004 1930890 NC7

ITEM 1. Named Insured and Address JOSEPH WHITT

ITEM 3. Other Interest

GREENSBORO NC 27410-2517

ITEM 4. AUTOS COVERED

AUTO YR MAKE

17044405792

10 80 CRUS COACH VIN

ST TER SYM CM CL RATING CLASS NC 14 Z CMH

\$ 1248 x 9/12 = \$ 936

3

ITEM 5. INSURANCE IS PROVIDED WHERE A PREMIUM, OR INCL, IS SHOWN FOR THE COVERAGE. COVERAGES, LIMITS AND ANNUAL PREMIUMS ARE AS FOLLOWS-

> M EQUALS THOUSAND \$ # 10

LIABILITY PROTECTION-

BOD INJ & PROP DAMAGE \$1000M/ACC 180

MEDICAL PAYMENTS-

5 \$1M/PERSON

UNINSURED/UNDERINSURED MOTORISTS COVERAGE-

UM BODILY INJURY & UM PROPERTY DAMAGE AND

UIM BODILY INJURY \$1000M/ACC 120 PHYSICAL DAMAGE COVERAGES-

COMPREHENSIVE - \$500 DED 243

Bus used for 9 months COLLISION - \$1M DED 697

OPTIONAL COVERAGES-ROAD SERVICE

TOTAL ANNUAL PREMIUM FOR EACH AUTO 1248 TOTAL ANNUAL POLICY PREMIUM \$ (1,248)

ITEM 6. APPLICABLE POLICY, ENDORSEMENTS, EXCEPTIONS TO DECLARATIONS ITEMS ALL AUTOS - CAP 04/96, ACNA01 05/13*, FORM SA 11/12*, UFB304* 05/13*, UF2831* 06/10, UF2830* 02/10, UF2106* 04/08.

AUTO 10 - ABB801 08/88*, AHNU01 07/11, AMJA7 12/05.

EXPLANATION OF COMMERCIAL PASSENGER RATING CLASS

AUTO 10 - COMMERCIAL - MOTOR HOME

MISCELLANEOUS INFORMATION

AUTO 10 COST NEW \$250,000

ITEM 7. EACH AUTO WE INSURE WILL BE PRINCIPALLY GARAGED AT THE ADDRESS SHOWN IN ITEM 1, UNLESS ANOTHER ADDRESS IS SHOWN BELOW.

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Associations and Certifications: UMAABAIMG

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Family owned since 1978. Offer charters, tours and have travel agents on staff to assist with packages. Holiday Tours maintains the

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Pineville, North Carolina 28134

USDOT 697980

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Associations and Certifications: UMA,NCMA

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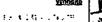
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CONTRACT N° CC-052:70-3
LODGING SERVICES BASIC CONTRACT, HEREINAFTER "THE LODGING CONTRACT" MADE
BY AND BETWEEN CARACOL CLUB VACACIONAL S.A. DE C. V. REPRESENTED BY IANE
ALEXANDRA GARCIA, HEREINAFTER "CLUB VACACIONAL" AND BY
LODGING SERVICES BASIC CONTRACT, HEREINAFTER "THE CLIENT", IN CONFORMITY WITH THE FOLLOWING
DECLARATIONS AND CLAUSES:

DECLARATIONS

I.- "CLUB VACACIONAL" DECLARES:

- 1.- That it is a business corporation legally incorporated pursuant to the laws, as per public instrument N° 29867, executed before Lic. Mari Eli López Reyes, substitute notary of the Notary Office Number 7 in Cancun, Quintana Roo, whose first testimony was recorded on June 13, 1986, in the Public Registry of Real Estate Property and Trade in the city of Cancun, Quintana Roo, (Mexico) under mercantile entry N° 16294, dated April 5, 2006, with federal taxpayer identification number is CCV 060104 ARA.
- 2.- That its legal representative, Jane Alexandra Garcia, has the nocessary full capacities as to be bound to the terms of this Contract as per instrument N° 30060, dated May 30, 2006, executed before Notary Public N° 7, Lic. Maria Eli Lopez Reyes, and which have not been modified nor revoked in any form whatsoever.
- 3. That it has executed a Contract of Lodging Rights with Promotors's Immobiliarios el Caracol, S.A. de C. V., a business corporation legally incorporated pursuant to the laws of Mexico, and a legitimate owner of OMNI CANCUN HOTEL & VILLAS located at Boulevard Ki kulcan Lote N° 48 Segunda Seccion, Zona Hotelera, in Cancun, Quintana Roo, Mexico, as per public instrument N° 6613, dated March 17, 1986, executed before Lic. Marco A. Sánchez Vales, Notary Public N° 3 of Cancun, which was recorded on June 10, 1986, in the Public Registry of Real Estate Property in the city of Cancun, Quintana Roo, under entry N° 23, page 24, Book X, Section IV, hereinafter "THI HOTEL", with federal texpayor identification number PIC860317-668, through which "CLUB VACACIONAL" has received, in a status of Lodging Rights, several rooms of "THE HOTEL" to be allocated for lodging services sales, with a joint obligation clause in which Promotores Immobiliarios el Caracol, S. A. de C. V. is jointly bound with "CLUB VACACIONAL" exacutes with the users of these Lodging Services.
- 4. That its legal domicile is located within the "OMNI CANCUN HOTEL & VILLAS" facilities located at Boulevard Kukulcán I atr. No. 48 Segunda Seccion. Zona Hotelera. Cancun, Quintana Roo. Mexico, telephone number: (998) 881 0600, Fax number (998) 885 0259, c-mail address: "club-vacation@onariesssum.com.mx".

II. THE CLIENT DECLARES:

1. That his personal information is:

Name: Address:

GREENSBORO, NORTH CAROLINA

ZIP CODE: 27455

UNITED STATES

Telephone: 336

Nationality: AMERICAN

2. That the general characteristics of the lodging services which will be the object of the contracts he undertakes to execute, are:

Number of weeks to be contracted (Intervals): 15

Type of unit: TWO BEDROOM

Season: PRIME

private and Maximum occupancy: 6 / 8

3. That he is legally qualified as to enter into this Contract.

III. THE PARTIES DECLARE:

- 1. That they are aware of the scope and of the terms of this Contract, is well as of its Regulations, identified and attached hereto as EXHIBIT 1.
- 2. That they express their conformity, by knowing that all figures related to currency, mentioned in this document and in EXHIBIT 1, are stated in U.S. Dollars, which neans, the legal currency of the United States of America, but they may be paid with the equivalent in Mexican currency at the exchange rate in effect at the location of payment, and on the payment due date.
- 3. That wherever terms in days are stated, the days should be understood as being calendar days, unless otherwise stated.
- 4. That they wish to enter into this Contract, and therefore agree to the following clauses:

CLAUSES

FIRST.- EXECUTION OF THE LODGING SERVICES CONTRACT.— The purpose of this Contract is to establish the terms and conditions "CLUB VACA(JONAL" must abide by when THE CLIENT requires lodging, which will be formalized by executing the 15 (FIFTEEN) lodging contracts; THE CLIENT is bound to execute a lodging contract at least on the every year from February 25, 2012 onward; therefore, this Contract will be in effect for a maximum term expiring on February 25,2027.

Lodging will be provided to THE CLIENT at THE HOTEL premises in a room type TWO BEDROOM, according to specifications described in EXHIBIT 1 of this agreement, in which there are also listed the seasons and the dates to provide the lodging, corresponding in this specific case the PRIME season.

For each LODGING CONTRACT executed by THE CLIENT THE HOTEL will provide services . during seven consecutive nights.

SECOND.- FORM OF PAYMENT AND ITS APPLICATION.- THE CLIENT agrees to be bound to make a payment of \$24,799.42(TWENTY FOUR THOUSAND SEVEN HUNDRED NINETY NINE DLLS AND 42/100 USD) corresponding to the Type of Unit agreed upon, identified as TWO BEDROOM during season identified as PRIME. This payment will allow THE CLIENT to enjoy 15 (FIFTEEN) weeks or intervals during the term of this contract.

The parties explicitly agree that for each lodging services interval, "CLUB VACACIONAL" will charge THE CLIENT the result of dividing \$24,799.42 by the number of weeks comprised in this Contract, without prejudice of the reservation fee that THE CLIENT MUST pay at the moment of execution of each contract in the terms hereinafter set forth.

THIRD.— CLIENT'S OBLIGATIONS.— THE CLIENT agrees that "CLUB VACACIONAL" through this contract, is bound to provide only the lodging services and privileges listed in EXHIBIT 1, implying that any other services used as well as all meals or beverages consumed by THE CLIENT and his family or guests during their stay at THE HOTEL, will be entirely paid by THE CLIENT or by the person(s) who receives these services with his explicit authorization.

Each time THE CLIENT makes a reservation, he will pay the applicable reservation fee for the corresponding year. As a reference, the weekly reservation fee ir 2012 is \$765.00 USD, and the yearly increase will not exceed the percentage of the inflation in the United States of America during the preceding year. Other than this, THE CLIENT will have no further perior ic payment obligation since there are no maintenance fees, and "CLUB VACACIONAL" directly assumes the responsibility of keeping the rooms

Eq.: ty of a 5270-2: \$7,745,82

2 Down 251. \$1,300

60 months x 262.50 \$15,75006

3.- THE LODGING CONTRACT, to which this document is EXHIBIT 1, establishes:

- a) In Clause FIFTH, the mechanism for providing the lodging service, and the operation of the reservations

- systems, and the means for confirmations.

 b) In Clause THIRD, the only periodic payment obligation.

 c) In Clause SEVENTH, THE CLIENT'S participation in decision making regarding issues that may affect them.

 d) In Clause SEVENTH, CLUB VACACIONAL'S obligation to keep it a rooms and THE HOTEL facilities in perfect working conditions.
- e) In Clause SIXTH, the existence of a domestic and international exchang: programs.

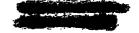
CARACOL CLUB VACACIONAL S.A. DE C.V.

THE CLIENT



By: Jane Alexandra García





REGULATIONS AND COMPLEMENTARY INFORMATION TO LODGING CONTRACT - A

1. LODGING SEASON

THE CLIENT may request that the lodging be provided in any of the following seasons:

SEASON	WEEKS OF THE YEAR THAT THE PROVISION OF THE SERVICES MAY BE REQUESTED
Select	52 weeks per year
Prime	Every week of the year, excluding: Holy werk and Easter week, the last two weeks of the year, as well as the 2nd and 3n weeks in February.
Gold	All of the weeks in May, June, September as d October; the first three weeks in November and the first two weeks in December.

^{*} Since they vary each year, they are scheduled for March or April. Upon in quest, "CLUB VACACIONAL" may inform THE CLIENT the exact weeks to which they will correspond to for the next ten years.

2. LODGING SERVICE ROOMS DESCRIPTION

THE HOTEL has the following room types:

Type of Unit	Beds	Sofa Bed	Kitchen	Safe Box	Bath Room	Living Room	Micro Wave Oren	Refrige rator	Dining Room	Sal. T.V.	Tele phon	A/C	Occ. Priv/ Vlap.
Villa	1KS 3DB	•	Kitchen	I	4 1/2	j	4	į	1	3	5	central	6/8
Presidential	1KS 2DB	1	Kitchen	2	2 1/2	1	1	i,	1	3	5	cantral	6/8
2Bedroom · Madiir w/ Jacuszi	1KS 2DB	1	Kitchen.	. 2	3	4	1:	ı	ı	3	6	central	6/8
1 Betrom Master Suite	iK 2DB	ர 2W	Kitchernet	e l	2	N/A	1	1	1	2	1	centra	al 4/6
Studio	1KS or 2DB	I N/A	N/A	1	1	N/A	1	MIN		1	2	centra	2/4

KS = King Size DB = Double W = Wall (Murphy type)

^{3.} PAYMENT TO GUARANTEE THE FULFILLMENT OF OBLIGATIONS UNDER THE LODGING CONTRACT. THE CLIENT is bound to make the payment referred to in the SECOND Clause of the Basic Lodging Contract, of which this EXHIBIT 1 is a part of, to guarantee the fulfillment of all obligations entered upon with "CLUB VACACIONAL", of the amounts following depending on the chosen form of payment:

· A. Passkaco prico, one payme	onte TISS 23,321:92		_	>
B. Down payment:		(\$7745.87	_	
Monthly payments	262.56 daring	Faut From	00%).	(.(054
C. Other:		Ed CC : 530	70	

These amounts will be delivered to CLUB VACACIONAL by means of \ ISA credit card # 4744 7300 6209 3724 02/15, and may be paid like any other obligation in this Contract. This at tount will be delivered in cash, in one or more installments, by means of personal check (s) or promissory note (s) drawn on the issuers of credit cards.

If the amount mentioned in the above Rules & Regulations #3 is not immediately delivered to "CLUB VACACIONAL", an initial payment of 9,740.82 plus 60 (SIXTY) monthl/installments may be paid for US\$262.56 (TWO HUNDRED SIXTY TWO DLLS AND 56/100 USD) each or the (30) day of each month following 30/April/2012. These monthly installments will bear a penalty of US\$10.00 for each month or part thereof that they are not made on time. These amounts may be sent to the Department or to its Authorized Agency in the United States of America, which at this time is the following:

Resorts Advantage
9500 S. Dadeland Blvd.
Dadeland Towers - Suite 300
Miami, Fl.
33156 USA
Toll Free Number: 1-888-757-6664
Phone: (305) 670-8405
Fax (305)- 670-8487
E-Mail: reservations@omnicancunclub.com

Since so doing is in its best interest, CLUB VACACIONAL at its option may change its Department or Authorized Agency at any time and, if it does, so shall report the change to THE CL; ENT in writing within five days following the date of the change.

4. CURRENCY: The amounts mentioned in the above Section are stated in U.S. Dollars and may be paid in Mexican Pesos at the exchange rate in effect on the payment date.

5. ANTICIPATED CELEBRATION OF THE LODGING CONTRACTS. (Clause FOURTH). Anticipated lodging contracts may be celebrated on one or more occasions when payments are done in full or after the second Contract year if payment is made in installments. In addition, THE CI JENT may exchange his unit for a larger room, as follows:

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UNIT TYPE CONTRACTED REQUESTED	equivalent weeks	TYPE OF UNIT
STUDIO STUDIO ONE BEDROOM TWO BEDROOMS PRESIDENTIAL	TWO THREE TWO TWO TWO	ONE BEDROOM & Rege TWO BEDROOMS TWO BEDROOMS PRESIDENTIAL 3 - VELLA 45 days
THE CLIENT may ask "CLUB VA	CACIONAL" for other options.	before arrival &

- 6. TYPES OF UNITS. Each LODGING CONTRACT indicates the contracted type of unit, the maximum and private occupancy allowed in each case, and a full description of the unit and its contents, which will be checked and signed by the contracting parties. The available unit types are described below:
- A. STUDIO (Tulum).— This unit, as well as those with one and two-bedrooms, has a full bathroom with a bathtub, shower, toilet, sink, hair dryer, full body mirror, a make-up magnifying mirror, a wall-mounted telephone, minibar, a safe deposit box, two double beds or one king size bed, one full size sofa bed, and an inside or outside terrace, depending on its location in the building.

- B. ONE BEDROOM MASTER SUITE (Cozumel). This unit has two independent entrances; the main entrance leads to the bedroom and the additional entrance leads to the living room v ithout going through the bedroom. It has two full bathrooms (one with a bathrub), a minibar, and a safe deposit box. Some units have two double beds or
- C. TWO STORIES, TWO BEDROOM AND JACUZZI MASTER SUITE (Cancun). The master bedroom on the second floor has a Jacuzzi; the second bedroom is located on the main floor. The main floor bedroom is connected to a living room, and features a full sofa bed and dining room furniture, stools and kitchen bar. The three rooms have a bathroom, the ones in the bedrooms have bathtubs. The main bedroom has a safe deposit box and a minibar.
- D. TWO BEDROOM AND JACUZZI MASTER SUITE (Cobs). This unit has a main bedroom with a Jacuzzi and full bath, and a second bedroom with two double beds and a full bath, both have a TV and a safe deposit box. In the middle there is a living / dining room, a full kitchen, a breakfast bar, at d two wall beds (Murphy type).
- E. PRESIDENTIAL SUITE (México). Located on the 23rd floor, this suite has a living and diming room, a kitchen, and a Jacuzzi on the terrace featuring ocean view, as well as two bedrooms, one of them with a king-size bed, and the other with two double beds, each with an independent entrance, and a safe deposit box.
- F. VILLA (Kukulcan). This is a three-story, three-bedroom unit. The living room, dining room, the kitchen, and a guest bath are located on the main floor together with a bedroom and bath room for the service staff. Two bedrooms are located on the second floor, each with a bathroom; the master bedroon, has a king-size bed; the second bedroom has two double beds; there is an outside terrace on both floors. A third be troom is located on the third floor with a double bed, and full bathroom

All units have an iron, ironing board, microwave oven, toaster, blender, coffee brower, can opener, refrigerator, and kitchen utensils, flatware, silverware, and glassware for 4, 6 or 8 per ons. For each unit an inventory will be checked when THE CLIENT checks in and out of THE HOTEL.

Concerning the maximum private occupancy, differences are as follows:

- A) Maximum occupancy refers to the number of guests regardless of their age that may stay at each unit type covered by the LODGING CONTRACT.
- B) Private occupancy refers in all instances to two persons, of any age, for ach independent unit.
- 7. BEGINNING AND END OF THE INTERVALS COVERED BY TICE LODGING CONTRACT. Intervals begin on Saturdays of each work at 4:00 PM, and and on the following liaturday at 10:00 AM. During his stay at THE HOTEL, THE CLIENT has access to all areas and facilities, wit I no restriction other than to abide by the permitted time schedule of, for example, the swimming pools and the ter nis courts, the restaurant and bar service hours, and to pay for services such as telephone or food and beverages at estaurants, bars or rooms. Such schedules will be clearly marked in each area in full view for all guests.
- 8. CLUB VACACIONAL OMNI CANCUN HOTEL. & VILLAS.- Membership is made up by a select group of people that agree with "CLUB VACACIONAL" to enter into lodgin; contracts, Persons admitted as members of this Club will be issued plastic embossed ID cards identifying them as members, and will receive the following
- A. A Distinguished Associate special rate at THE HOTEL in any reservation requested outside of his program.
- B. The ones listed below, in which the percentage will be stated when specific services are requested by THE CLIENT.
- a) A discount on food and beverages during their stay as Hotel guests.
- b) A discount on car rental at THE HOTEL.
- c) A discount in tours and services from THE HOTEL travel agency.
- d) A discount on Health Club services (other than massage services) e) A discount on tennis court rates, including tennis pro's fees.
- f) Conditions allowing, speedy Hotel check-in and check-out, and an auth-rization may be granted to check out after the agreed upon check out time.

requested services had indeed been provided. If failure to reserve an interval is due to causes attributable to "CLUB VACACIONAL", such deduction will not apply.

During his stay at THE HOTEL, THE CLIENT will enjoy all the privileges granted by his membership (as described in EXHIBIT 1) and shall have all of THE HOTEL guests' rights and obligations, such as the unconditional compliance with THE HOTEL check-in and check-on t dates and times, as indicated also in EXHIBIT 1, and which will be clearly expressed to THE CLIENT when he makes his reservations.

THIRTEENTH. REGISTRATION BEFORE THE FEDER IL CONSUMER PROTECTION AGENCY. This contract is registered (approved and affiliated) before the Federal Consumer Protection Agency in the Spanish language, under number 4101-2006, file number PFC.B.E.7/004701-2006, without prejudice of possible execution with foreign consumers in any other language for a better understanding, providing it is an accurate translation certified by an official expert translator.

In case of discrepancies between the duly registered Spanish language version, and the interpretation in any other language, the one registered before the PROFECO (the Fed ral Consumer Protection Agency, in Mexico) shall prevail as the official document.

FOURTEENTH- CONTRACT INTERPRETATION AND FULFILLMENT. For the interpretation and fulfillment of this Contract, THE CLIENT and "CLUB VACACIONAL" expressly submit to the courts of the City of Cancun, Quintana Roo, Mexico, and to the F. deral Consumer Protection Agency of Mexico, and expressly waive the jurisdiction of any other court to which they may be subject due to their present or future domiciles.

Both parties agree and accept that this Contract and EXHIBIT 1 represent their entire agreement; therefore, THE CLIENT accepts and acknowledges that no person is authorized to amend any part of this Contract, or to make and offer agreements and/or warranties, whether implicit or explicit, in the name of "CLUB VACACIONAL", other than those specified in this Contract.

THE CLIENT and "CLUB VACACIONAL" declare that they have read and agreed to the terms and conditions indicated in this and the preceding pages, and that they are aware of, and in agreement with, all the Declarations and Clauses contained in this Contract, as well as of their legal scope, and hereby sign this Contract in the City of Cancun, Quintana Roo, Mexico, on 25 day of February, 2012.

CARACOL CLUB VACACIONAL S.A. DE C.V.

ATTE CLIENT



By: Jane Alexandra Garcia

